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(named herein as *PALO ALTO POLICE OFFICER PRIESS*)

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

JULIO AREVALO,

Plaintiff,

vs.

CITY OF PALO ALTO, et al.,

Defendants,

Case No.: **3:20-CV-04157-CRB**

**STIPULATION AND ~~(PROPOSED)~~ ORDER
DISMISSING REMAINDER OF CASE
(INCLUDING DEFENDANT CITY OF PALO
ALTO) WITH PREJUDICE, RETENTION OF
JURISDICTION TO ENFORCE TERMS OF
SETTLEMENT**

IT IS HEREBY STIPULATED by and between the parties to this action¹ through their designated counsel that:

1. The Court, and specifically Mag. Judge Laurel Beeler, shall retain jurisdiction pursuant to Kokkonen v. Guardian Life Ins. Co. of Am., 511 U.S. 375 (1994) to enforce the terms of this settlement, which were memorialized on the record before the Hon. Laurel Beeler on May 18, 2022, and which the main terms are as follows: a) The City of Palo Alto shall pay to Plaintiff Julio Arevalo the total sum of \$150,000; b) Plaintiff shall release all Defendants and associated parties which either were named or could have been named in this action; c) Plaintiff and his counsel The Gordon Law Group shall bear any liens which may exist in this matter, including but not limited to any liens for medical care or attorney's fees; and d) Defendants disputed liability in this matter and the payment of this settlement should not be construed as an admission of liability.

¹ The individual Defendants have been previously dismissed. Out of an abundance of caution and to effect the requirements of FRCP 41(a)(1)(A)(ii), all counsel are executing this Stipulation even though some represent parties that have already been dismissed.

- 1 2. Defendant CITY OF PALO ALTO (also sued as “City of Palo Alto Police
2 Department”), and all remaining Defendants (including DOE Defendants) shall
3 be dismissed with prejudice pursuant to FRCP 41(a)(1); and
4 3. The effectiveness of this Stipulation is conditioned on the District Court’s entry of
5 an Order retaining jurisdiction.
6

7 GORDON LAW GROUP

8 /s/ Samuel J. Gordon

9 Samuel J. Gordon, Esq.

10 Counsel for Plaintiff, *Julio Arevalo*

11 **Dated: /s/ Aug. 22, 2022**

12 RANKIN | STOCK | HEABERLIN, etc.

13 /s/ Jon A. Heaberlin

14 Jon A. Heaberlin, Esq.

15 Counsel for Defendants, *City of Palo Alto,*

16 *Palo Alto Police Department, and*

17 *(previously-dismissed) Defendants Chief*

18 *Jonsen, and Lt. Becchetti.*

19 **Dated: /s/ Aug. 1, 2022**

20 ALLEN, GLAESSNER, HAZELWOOD
21 & WERTH, LLP

22 /s/ Kevin P. Allen

23 Kevin P. Allen, Esq.

24 Counsel for (previously-dismissed)

25 Defendants, *Sgt. Dujuan E.*

26 *Green and Officer Ian Johnson*

27 **Dated: /s/ Aug. 4, 2022**

HOWARD ROME MARTIN & RIDLEY
LLP

/s/ Todd H. Master

Todd H. Master, Esq.

Counsel for (previously-dismissed)

Defendants, *Palo Alto Police*

Sgt. John Alaniz, Officer Nick Enberg,

Officer Brian Connelly, Officer Sascha

Priess

Dated: /s/ Aug. 3, 2022

DAVIS & YOUNG, APLC

/s/ Steven B. Dippell

Steven B. Dippell, Esq.

Counsel for (previously-dismissed)

Defendant, *Police Agent*

Thomas Alan DeStefano, Jr.

Dated: /s/ Aug. 1, 2022

ORDER

THE PARTIES HAVING STIPULATED, the Court orders the following:

1. This Court, and specifically Mag. Judge Laurel Beeler, shall retain jurisdiction pursuant to Kokkonen v. Guardian Life Ins. Co. of Am., 511 U.S. 375 (1994) to enforce the terms of this settlement, which were memorialized on the record before the Hon. Laurel Beeler on May 18, 2022, and which the main terms are as follows: a) The City of Palo Alto shall pay to Plaintiff Julio Arevalo the total

1 sum of \$150,000; b) Plaintiff shall release all Defendants and associated parties
2 which either were named or could have been named in this action; c) Plaintiff
3 and his counsel The Gordon Law Group shall bear any liens which may exist in
4 this matter, including but not limited to any liens for medical care or attorney's
5 fees; and d) Defendants disputed liability in this matter and the payment of this
6 settlement is not to be construed as an admission of liability.

- 7 2. Defendant CITY OF PALO ALTO (also sued as "City of Palo Alto Police
8 Department"), and all remaining Defendants (including DOE Defendants) shall
9 be dismissed with prejudice pursuant to FRCP 41(a)(1).

10
11 **IT IS SO ORDERED.**

12 DATED: November 21, 2022

13 By: _____

JUDGE OF THE U.S. DISTRICT
COURT